

PLANTERS ACCEPT AGREEMENT FORM SLIGHTLY CHANGED

Only One Important Modification Made At Conference Between Sugar Men and Governor

HOMESTEADING PLACED ON FIRM BASIS, BELIEF

Small Farmer Is Assured of Market For His Cane As Plantations Are Required To Buy It

After having under consideration for more than two weeks the suggested form of agreement to be entered into between the government and the planters for the continued cultivation of lease-expired government cane lands, representatives of the sugar plantations, at a conference with the Governor in his office yesterday morning, accepted the form of agreement with but a few minor changes and one important change.

This important amendment, which was suggested by the planters and agreed to promptly by the Governor, related to the amount that is to be paid to the government in the case of the continued cultivation of lands that are not homesteaded. In the original form of agreement presented it was provided that in cases where the land is not homesteaded, the planters may carry on cultivation and harvest and market the crop. Out of the gross returns there shall be paid to the government five percent.

Homesteaders, Not Bents. "Anyway," said Governor McCarthy yesterday afternoon, "I don't figure that it will make any difference, for I believe all the lands will be homesteaded. And that's what we want. We want homesteaders, not renters."

Regarding statements made last week and published in The Advertiser to the effect that the planters will refuse to enter into agreements for the cultivation of any except the best lands, Governor McCarthy said that while that matter was not discussed at the conference yesterday, he did not believe that any serious difficulty would be experienced. The planter, he said, could take care of his land and cultivate his cane himself, except for the heavier work, such as harvesting. It was only for harvesting the crop that the plantations would be called upon to supply a large number of men.

A decision was reached at the conference which will have an important bearing upon homesteading, inasmuch as it assures the homesteader a market for his cane. Under this decision the planters are to be required to enter into contracts with the homesteaders to buy their cane. These contracts, it was decided, shall be standardized. Governor McCarthy proposed to examine all the various forms of contract used by the general plantations on the islands and from these will evolve a standard contract which shall be used in all cases by the planters and the homesteaders. These forms will be printed, as they will all be alike, it will not be necessary for the Government to scrutinize each one closely before approving it.

Those present at the conference yesterday were Governor McCarthy, Deputy Attorney General Harry Irwin, Clarence Cooke, Richard A. Cooke, Charles R. Hemenway, E. H. Wolfehouse, Frank E. Thompson, Alonzo Gantley and J. N. S. Williams.

Following is the form of agreement approved: This agreement made and entered the day of July, 1918, by and between the commissioner of public lands of the Territory of Hawaii, acting pursuant to the powers conferred upon him by Section 73 of the Organic Act, by Chapter 30 of the Revised Laws of Hawaii, 1915, and any amendments in either; and by the proclamation of the President of the United States of America dated June 24, 1918, and hereinafter called the Planter party of the first part, and hereinafter called the Planter party of the second part,

WITNESSETH That whereas, the Territory of Hawaii is the owner or has the possession, use and control of that certain tract of land, to wit: which tract is now partly under cultivation in sugar cane and which is about to be opened for homesteading; Now Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained the parties agree with each other as follows:

1. The Planter agrees in so far as may be practicable to cultivate and or to replant in sugar cane any available land in said tract not now under cultivation; to continue to cultivate the sugar cane now growing on all of such land, which sugar cane will not be harvested before June 1, 1919; and to fertilize, strip, top and otherwise cultivate the sugarcane and harvest the present and any successive crops of sugar cane during the term of this contract, all in the most approved manner and to the satisfaction of the Commissioner.

2. The planter shall keep an accurate and detailed account of all work done under this contract and of the actual cost thereof, which actual cost shall be taken to include the following: The exact amount paid as wages and bonus to laborers and lunnas employed

on the land under this contract, including a proper proportion of the cost to the planter of medical attendance, housing, workman's compensation insurance and fuel; a reasonable charge for the chains, cutters, harness and implements used; and the actual cost at the point of delivery of fertilizer and other materials and supplies furnished and used by the planter under this contract. Said record shall be at all times open to the inspection of the commissioner or his agents.

3. In case the planter shall have done as lessee or licensee of the Territory any work between June 1, 1918, and the date hereof, on any crop on said land which shall not be harvested at the date hereof or at the expiration of any such license or lease or extension thereof, such work so done shall be regarded as having been done under this contract, and the actual cost of such work as defined in Section 2 hereof shall constitute a part of the total cost under this contract.

4. The planter shall be entitled to interest at the rate of seven percent, per annum not compounded upon each item of cost and computed from the expiration of the month during which said item was incurred or expended Apportionment of Costs

5. As soon as may be, after any portion of the land covered by this agreement shall be subdivided into homesteads, and the commissioner shall have notified the planter, as provided in Section 4 hereof, that any homesteader or homesteaders is or are ready to take over the actual cultivation of his or their homestead or homesteads, the total actual cost, as defined in Section 2 hereof, shall be apportioned by the commissioner, subject to final determination, in case of dispute, as provided in Section 11 hereof, between the said homesteaders and or between the said homesteaders and the planter, in proportion to the acreage of the land actually cultivated by each party.

6. The planter shall continue the work under this contract until notified in writing by the commissioner that the homesteader is ready to take over the actual cultivation of his lot under his Special Homestead Agreement; and shall within fifteen days after receipt of such notice furnish the commissioner, and each such homesteader, with a statement in detail of the cost of the work done subsequent to June 1, 1918, and up to the date of the receipt of such notice.

7. The actual cost as apportioned of all work done under this contract, including interest thereon as provided in Section 4 hereof, chargeable against any homestead, shall constitute and be a prior lien in favor of the planter upon the existing crop on any such homestead, and upon any and all succeeding crops thereon, until the same has been satisfied, subject only to any government lien for taxes or assessments, Contracts With Homesteaders

8. Immediately upon the receipt by the planter of the notification provided for in Section 6 hereof, or as soon thereafter as may be practicable and reasonable, the planter shall enter into an agreement with the homesteader, if the homesteader so desires, for the purchase by the planter of the sugar cane growing, or to be grown, on said homestead lot, said contract to be subject to the approval of the commissioner and the Governor and to be substantially in the form attached hereto.

9. In case any part of said lands shall not, prior to the maturity of said crop or crops be allotted to a homesteader or homesteaders, the planter shall harvest and market the said crop or crops for the commissioner and retain as full payment for the cultivation, harvesting and marketing thereof, ninety-five percent (95%) of the gross proceeds derived from the sale of the sugar after deducting therefrom the actual marketing expenses.

10. If the homesteader, upon signing his special homestead agreement, or at any other time, shall fail to properly cultivate and maintain and harvest the growing crops as required by his special homestead agreement, the planter may at once, with the consent of the commissioner in order to protect its lien aforesaid, enter, and to the satisfaction of the commissioner, cultivate, maintain, harvest and market the same and such crops thereafter as may be necessary to satisfy said lien, and account to the commissioner for the proceeds in the manner and on the basis set forth in Section 9 hereof. Provided, however, that the net profits to the planter, derived from the sale of any such crop or crops, which net profits shall be determined by deducting from the gross proceeds of such sale or sales, the actual cost of cultivation as defined in Section 2 hereof, and the cost of harvesting and marketing expenses, and the five percent (5%) of the net proceeds of the government's share, shall be applied first in satisfaction of said lien. And provided further that in case such homestead is transferred to another homesteader either by the original homesteader with the commissioner's consent, or by the commissioner directly in case of forfeiture by the original homesteader, such transferee shall be entitled to carry on the cultivation under his special homestead agreement subject to the same right of entry on the part of the planter.

11. All disputes between the planter and the commissioner and homesteader, or between any two of them, regarding the costs and expenses incurred by the planter under this agreement, or the apportionment of the same, shall be submitted to a board of arbitrators to be named or prescribed by chapter 164, R. L. H. 1915, and said commission, acting as such board, shall, so far as is possible, have and exercise the powers conferred upon it by chapter 128, R. L. H. 1915, and any amendments thereto. Notice, costs and expenses shall issue and be determined as is provided in said chapter 164.

LOCKJAW EPIDEMIC HITS GERMAN ARMY

AMSTERDAM, July 30.—(Associated Press)—A serious epidemic of tetanus has broken out in the German army, according to a report in the Telegraph. A Holland company has been given a big order for serum by the German government and is rushing its shipments.

Tomorrow Is Registration Day For Youths of Hawaii

All youths in Hawaii who have reached the age of twenty-one years since July 30, 1917, are required to report tomorrow to various local boards and registering centers at plantations, to be listed as eligibles for military service.

BRITISH WIN IN LOCAL FIGHTING TURKEY WEARIED OF HUN TACTICS

Comparatively Heavy Fighting; Australians Capture Two Miles of Trenches

LONDON, July 30.—(Associated Press)—Fairly heavy fighting occurred in several of the British held sectors away from the Neissons Rheims salient yesterday, official reports show. In the vicinity of Morlaucourt British forces operated successfully and repelled three counter attacks which the foe launched.

WAR RISK INSURANCE BECOMES ENORMOUS

United States Carries More Risks Than All Companies

WASHINGTON, July 29.—(Official)—The United States now has more war risk insurance by three billions of dollars than is represented by the ordinary life insurance on the books of all of the legal reserve insurance companies of the United States.

Train of Explosives Blows Up and Takes Heavy Toll In Deaths

TOKYO—July 29.—(Special Cable to the Hawaii Ship)—A long train of cars carrying powder and other explosives blew up in the Simonokei station today taking a terrible toll of human lives. At least sixty persons are known to be dead as a result of the explosion, while ninety others were more or less seriously injured.

AMERICAN CASUALTIES ARE MOUNTING HIGHER

WASHINGTON, July 29.—(Associated Press)—Casualties reported last week increased to 1050 as against 893 in the preceding week.

GIGANTIC AIRPLANES INVENTOR'S FORECAST

PARIS, July 29.—(Associated Press)—Airplanes capable of carrying a hundred persons, equipped with engines as powerful as those now employed on medium sized steamships will be in operation within three years, is the forecast of Gianni Caproni, inventor of the great Italian airplanes admittedly the most powerful and the best for some phases of aerial warfare.

REVOLT IN UKRAINE GROWS MORE SERIOUS

WASHINGTON, July 29.—(Official)—Seventy-five thousand peasants in Ukraine are marching against Kiev it is announced in messages received by the state department from Stockholm. The dispatches say that the unrest in Ukraine and the surrounding country is reported to have grown into alarming proportions.

Fern Says Link is Sure Winner In Race For Delegate

Mayor Denies He Himself Is Thinking of Running, Though He Said At Bourdon Luu That He'd Be Candidate If McCandless Wasn't

Mayor J. J. Fern tried to set all doubts aside yesterday that Link L. McCandless is not to be the old, reliable banner carrier of the Democratic party in the delegate race this year, while he was busy denying that he was seriously considering making the delegateship race himself, in case McCandless did not run.

Mayor Fern remarked in the course of a speech at a Democratic rally Sunday afternoon that if McCandless did not try again for election as delegate he would do so himself. Yesterday the mayor explained that this was more of a joke than anything else, he made while he was helping to persuade Link to be a candidate.

OFFICERS ARE NAMED IN CASUALTIES LIST

WASHINGTON, D. C., July 29.—(Associated Press)—Among the army casualties today are: Killed in action, Lieut. Col. Hamilton Smith, Lieut. Col. Clark Elliott, Captains Alfred James, James Holmes, Julius Mood, James Richards, Lieuts. Philip Davis, James Loder.

BELT ROAD WILL START NEXT MONTH

Will Take From One To One and a Half Years To Complete Improvement, Is Estimate

MARINES FIND WORK IN SANTO DOMINGO

WASHINGTON, July 29.—(Associated Press)—Three encounters between American Marines and Haytian bandits in Santo Domingo are officially reported. Heavy losses were inflicted upon the bandit forces.

BILL STRAIGHTENS ELECTION TANGLE

UNIVERSITY CLUB AND PACIFIC WILL MERGE

POLES FROM AMERICA GET INTO FIGHTING

NEWSPAPER CENSORSHIP DECIDED ON BY JAPAN

TOKYO, July 29.—(Special Cable to the Hawaii Ship)—The Japanese government has decided to establish a board of newspaper censorship, it was announced here officially today. The censorship board will pass upon all war news and political articles before they will be permitted to be printed.

PUBLIC SENTIMENT STOPS BANK MERGER

Customers Were Ready To Start New Institution's Report In Business Circles

No merger of the Bank of Hawaii and Bishop & Company's bank will be undertaken. Such plans as had been made for their consolidation, and these were merely tentative and never submitted to the directors, have been abandoned. It is reported that this action is in deference to the wishes of the business public, for strong opposition to the proposal had developed.

Claims Kalaniana'ole Was Not Related to Queen Liliuokalani

Mrs. Kahakauilakelimoewaiowaioaia Nawahie Attacks Kuhio's Right To Inherit Under Will of Late Ruler

SWIMMER'S LIFE IS SAVED BY KAUPIKO

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HONOLULU STOCK EXCHANGE

Table with multiple columns listing stock prices for various companies like Hawaiian Sugar, American Sugar, and others. Includes sub-sections for 'NEW YORK STOCKS' and 'SAN FRANCISCO QUOTATIONS'.